

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Glover Park Group, LLC 1025 F St. NW, 9th Floor Washington, DC 20004	2. Registration No. 5666
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3. Name of Foreign Principal The Embassy of the United Arab Emirates	4. Principal Address of Foreign Principal 3522 International Ct. NW, Suite 400 Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

Government of a foreign country¹

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (<i>specify</i>) _____

Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Embassy of the United Arab Emirates

b) Name and title of official with whom registrant deals
 Shaima Gargash, Deputy Chief of Mission

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
July 30, 2019	Joel Johnson, Managing Director	/s/ Joel Johnson eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Glover Park Group, LLC	2. Registration No. 5666
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3. Name of Foreign Principal Embassy of the United Arab Emirates

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will conduct targeted qualitative research (in-person focus groups) and nationwide quantitative research (online community discussions) regarding public attitudes. The registrant will also be available to meet with the embassy or its representatives to present this research.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will conduct targeted qualitative research (in-person focus groups) and nationwide quantitative research (online community discussions) regarding public attitudes. The registrant will also be available to meet with the embassy or its representatives to present this research.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
July 30, 2019	Joel Johnson, Managing Director	/s/ Joel Johnson eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



July 18, 2019

Shaima Gargash
Deputy Head of Mission
Embassy of the United Arab Emirates
3522 International Court, NW, Suite 400
Washington, DC 20008

Dear Ms. Gargash:

This letter will serve as the formal Letter of Agreement (“Agreement”) under which The Glover Park Group, LLC (“GPG”) will represent the Embassy of the United Arab Emirates (the “Embassy”) as a research and polling consultant. The terms and conditions of the Agreement are stated below and supersede any prior terms and conditions.

1. Advisory Duties. GPG shall devote such time and effort in performance of its duties as may reasonably be requested by the Embassy. GPG shall be available to meet with the Embassy or its representatives on a regular basis. GPG’s duties under this Agreement shall include data collection and analysis of public attitudes, involving targeted qualitative research and nationwide quantitative research.
2. Term. GPG’s duties under this Agreement shall commence on July 23, 2019 and continue until September 30, 2019; *provided* that the parties may renew this Agreement for an additional time period as may be further agreed in writing.
3. Compensation and Payment Terms.

- a. Project Fees. In complete consideration for the services to be rendered under Section 1 of this Agreement, the Embassy shall pay GPG a fee of \$80,000 upon receipt of invoice and according to the following schedule; 50% upon execution of the Agreement and 50% upon delivery of final report.

GPG shall be responsible for invoicing the Embassy.

- b. Additional Fees. The Embassy shall also pay GPG, upon receipt of invoices from GPG (i) for the costs of all approved production and additional research projects, such amounts based on the budgets set forth for such projects, (ii) for the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) for all approved development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is set forth at 15% of the gross media spend.
- c. Expenses. The Embassy shall reimburse GPG for reasonable and necessary out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses.
- d. Invoices; Payments Thereof. GPG will submit invoices on a monthly basis to the Embassy for costs and expenses incurred under the terms of this Agreement to Mohamed Mustafa. Payment will be made to GPG within thirty days of the Embassy’s receipt of the monthly invoice. All invoices are to be submitted electronically to the following E-mail address: MMustafa@uaeembassy-usa.org.

e. Currency. All monetary amounts referred to in this Agreement are in U.S. Dollars.

4. Advances.

a. Research. Prior to conducting any additional research approved by the Embassy pursuant to Section 3(b), GPG will provide the Embassy with a good faith estimate for the research and any related materials, and the Embassy will advance to GPG one-half of the estimated amounts of such research services. In the event actual costs of research exceed GPG's good faith estimate, GPG will notify the Embassy in a timely manner. GPG will reconcile actual costs to estimates at the end of any additional research project and invoice or refund the Embassy as necessary.

5. Disclosure and Confidentiality. GPG shall treat information relating to the activities of the Embassy in these matters ("Confidential Information") as private and confidential. All written and oral information and material disclosed or provided by the Embassy to GPG under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to GPG. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is in the public domain, (ii) is required to be disclosed by law or legal process, (iii) was already known to GPG at the time of receipt from the Embassy, (iv) is received from a third party not known to you to be under an obligation of confidentiality or (v) is independently developed by GPG without use of the information received from the Embassy. During and after the period of this Agreement, GPG agrees not to disclose Confidential Information or documents containing Confidential Information provided to GPG in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need to know or make any other use of that information other than to provide the services hereunder unless asked to do so by the Embassy. In the event of compulsory process or a court order compelling disclosure of information received from the Embassy, GPG will give the Embassy notice before making disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by law. This covenant shall survive the termination of this Agreement.

6. Independent Contractor Status. It is understood and agreed that the operations of GPG are those of an independent contractor, and that GPG has the authority to control and direct the performance of the details of the services to be rendered and performed. It is further agreed that GPG, its officers, and employees are not employees of the Embassy, and GPG is not, except as herein provided, subject to control by the Embassy.

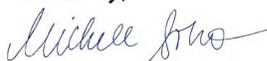
7. No Solicitation. During the term of this Agreement and for a period of one year after its termination, the Embassy will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee which the Embassy becomes aware of because of such employee's provision of services under this Agreement, unless the Embassy has received the prior written approval of GPG. This section shall not apply to responses by any GPG employee to any advertising or other marketing by the Embassy which is not directly targeted to GPG employees.

8. Ownership of Intellectual Property. All intellectual property and related material, including any trade secrets, moral rights, goodwill, and rights in any copyright, trademark, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Embassy. The use of the Intellectual Property by the Embassy will not be restricted in any manner. GPG may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Embassy. GPG will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

9. Third Party Materials. Notwithstanding Section 8 above, the Embassy acknowledges that GPG may obtain or has obtained certain materials, information, software, intellectual property and/or other items, tangible or intangible, from third parties (e.g., open source software, stock photography, images and music, etc.) that it may desire to incorporate into or otherwise use in connection with the creation and/or development of the Intellectual Property (collectively, "Third Party Materials"). Prior to the incorporation and/or use of any Third Party Materials in connection with the Intellectual Property, GPG shall first notify the Embassy in writing describing each Third Party Material and the Parties shall discuss, among other things, (a) the terms and conditions pursuant to which GPG proposes such Third Party Materials be made available to the Embassy and (b) GPG's use of alternate Third Party Materials if such terms and conditions are unacceptable to the Embassy.
10. Termination of Agreement. Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than for the Embassy to pay GPG such fees and expenses which would have accrued up to and through the 30-day notice period provided there has been no breach of contract on the part of GPG.
11. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
12. Waiver. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

If the foregoing accurately reflects the understanding reached by GPG and the Embassy, please sign this letter in the space indicated below and return an executed copy to Zachary Melvin at GPG for our records.

Sincerely,



Michele Soho
Chief Operating Officer

Agreed to and accepted this _____ day of _____, 2019
on behalf of the **Embassy of the United Arab Emirates**

By: _____

Name: _____

